



COMMONWEALTH OF MASSACHUSETTS

**MASSACHUSETTS COMMONWEALTH QUALITY PARTNERSHIP
TRADEMARK LICENSE AGREEMENT
BY AND BETWEEN
MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES
AND**

This Trademark License Agreement ("Agreement") is hereby entered into this _____ day of _____, 20__ by and between the Massachusetts Department of Agricultural Resources, an agency of the Commonwealth of Massachusetts, with an address of 251 Causeway Street, Suite 500, Boston, Massachusetts 02114 ("Licensor") and _____ ("Licensee").

Licensor grants to Licensee for the term of this Agreement, a non-exclusive, non-transferable, without the right to sublicense, license to use the "*Massachusetts Commonwealth Quality*" trademark (the "Trademark") subject to the terms and conditions of this Agreement. Such license shall be subject to Licensee's conformance with the terms and conditions set forth in this Agreement.

Licensee agrees to use the Trademark solely as part of its program to encourage people to buy Massachusetts locally grown food and agricultural products, as described more specifically in the Program Requirements set forth in Exhibits A, B, C, and D, attached hereto and incorporated herein by reference. Licensee's use of the Trademark, as permitted by this Agreement, shall be subject to the restrictions contained in Program Requirements set forth in Exhibits A, B, C, and D.

By executing this Agreement, Licensee certifies that it and its products meet and continue to meet the standards and requirements set forth herein during the term of this Agreement. If any product(s) of the Licensee is found by the Licensor to be in violation of the Licensor's statutory, regulatory, or policy requirements, Licensee shall, as directed by the Licensor by written notice, immediately cease using the Trademark on that product(s) until Licensor determines that the product(s) are in compliance. Licensee shall use its best efforts to ensure compliance with the terms of this Agreement and shall, within thirty (30) days, make available to the Licensor or its

designee for inspection, its books, records, literature, brochures, data books, data sheets, web site mentions, or advertising produced, distributed, sold, or displayed by or on behalf of the Licensee, to ensure compliance with this Agreement.

Licensor represents that to the best of its knowledge it is the owner of the Trademark.

Licensor and Licensee agree that the rights granted by this Agreement are for the sole purposes stated herein above and that any other use of the Trademark by Licensee is prohibited and shall constitute a material breach of this Agreement.

Licensee shall not use, register, or apply to register, any mark or name identical to or confusingly similar to the Trademark. Licensee shall not make any representation or engage in any act which may be taken to indicate that it has any right, title, or interest in the ownership or use of the Trademark except under the terms of this Agreement.

Licensor reserves the right to continue using the Trademark or to license the trademark to other entities.

The term of this Agreement shall begin on the date set forth herein above and shall continue for one (1) year, unless or until terminated in accordance with the terms set forth in this Agreement. Unless either party provides written notice to the other party of intent to terminate, this Agreement may renew for an additional year, subject to written confirmation executed by both the Licensor and Licensee.

Licensor may terminate this Agreement and the license granted hereunder for breach by Licensee in the event Licensee defaults under this Agreement, and fails to cure such default within thirty (30) days of written notice thereof. Upon the termination or expiration of this Agreement, all licenses granted by this Agreement shall immediately terminate.

Licensee's breach shall include, but shall not be limited to, the following: (1) use of the Trademark inconsistent with this Agreement; (2) challenge to Licensor's ownership of the Trademark or validity thereof; failure to comply with this Agreement and/or Program Requirements set forth in Exhibits A, B, C, and D; or (3) assignment for benefit of creditors or commencement of a proceeding in bankruptcy not dismissed within sixty (60) days after commencement.

Either party may terminate this Agreement with or without cause upon giving the other party thirty (30) days' written notice.

The execution of, and any performance under, this Agreement shall not be construed as a release, diminution, or surrender of any right of the Licensor to enforce its right with respect to the Trademark against third parties. All ownership rights in the Trademark shall continue to reside with Licensor. Licensor is not aware that the trademark or use of it infringes the rights of any third party.

The Trademark is provided to Licensee “as is” and without warranty of any type or kind. Licensor disclaims any and all warranties to the extent permitted by law.

During the term of this Agreement and thereafter, Licensee agrees not to do or permit to be done any act, which would or might jeopardize or invalidate the Trademark and will not object to or otherwise contest Licensor’s exclusive right, title and interest in and to, or the validity of, the Trademark.

Licensee shall immediately notify Licensor in writing if Licensee becomes aware of any unauthorized use, or proposed unauthorized use by any third party of the Trademark. Licensor shall have the right to take action against such third party, to take no action at all, or to grant Licensee the right to take action at its expense.

Licensee agrees, at its expense, to defend, indemnify, and hold Licensor, its officers, agents, and employees harmless from all third party claims, demands, causes of action and judgments (including attorney’s fees, court costs, and expert fees) arising out of Licensee’s misuse of the Trademark and other act or omission which constitutes a violation of this Agreement.

Licensor has the right to use Licensee’s company logo on Licensor’s “*Massachusetts Commonwealth Quality*” website and other promotional materials and to allow Licensor to have registered products identified at point of purchase at sales locations within Massachusetts and to use such registered products in “*Massachusetts Commonwealth Quality*” promotional activities.

This document constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior oral or written agreement, understandings, or arrangements between and/or relating to such subject matter.

This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts.

By executing this Trademark License Agreement, Licensor and Licensee intend to be bound by and to comply with the terms and conditions set forth herein above.

Executed as a sealed document as of the date set forth herein above.

Licensee:

By:

Print Name:

Title:

Licensor: Massachusetts Department of Agricultural Resources

By:

Print Name:

Title:

Print Name:

Title: Commonwealth Quality Program Coordinator
Massachusetts Department of Agricultural Resources